

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

Levitz Furniture Corporation¹

Employer

and

Case 36-RC-6221

United Food and Commercial Workers, Local 555,
affiliated with the United Food & Commercial
Workers International Union, AFL-CIO

Petitioner

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board, hereinafter referred to as the Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record² in this proceeding, the undersigned makes the following findings and conclusions:³

SUMMARY

The Employer is a Florida State corporation engaged in the business of retail furniture sales and, in this regard, operates 70 showrooms across the United States. The Employer operates two facilities, 20 miles apart, in the greater Portland, Oregon metropolitan area. One of the facilities is a warehouse and showroom located in Milwaukie and the second is a satellite showroom located in Tigard, both facilities are in suburbs of Portland. The Petitioner seeks to represent a unit of sales associates employed at the Milwaukie showroom. However, the Employer contends that the unit sought by the Union is inappropriate and must also include the sales associates employed at the Tigard showroom. The only locations, at issue in this matter, are these two facilities. The parties do not dispute the appropriateness of a unit consisting solely of sales associates.⁴

Based on the record evidence and arguments presented by the parties, I conclude that the Employer did not rebut the Board's single facility presumption, which applies to cases of this nature.

¹ The Employer's name appears as amended at the hearing.

² Both parties filed timely briefs, which were duly considered.

³ The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein. The labor organization involved claims to represent certain employees of the Employer. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

⁴ Neither party contends that the Milwaukie warehouse employees, or any other job classification for that matter, should be included in the unit of sales associates. Additionally, no other labor organization seeks to represent a more comprehensive unit than that sought by the Union. Indeed, no other union has sought to intervene in these proceedings.

Accordingly, I shall direct an election in the unit consisting of all full time and regular part-time sales associates⁵ employed by the Employer at its Milwaukie facility.

Below, I have provided a section setting forth the facts as revealed by the record in this matter and relating to background information about the Employer's operations; control over daily operations and labor relations; employee skills, functions and working conditions; employee interchange; bargaining history and distance between the facilities. Following the facts section is a restatement of the parties' positions, my analysis of the applicable legal standards in this case, and a section directing an election in this matter.

1.) FACTS

A. Background Information on the Employer's Operations

The Employer divides its national operations into three geographic "regions." The Milwaukie and Tigard (Portland) facilities are located in the Northwest/Northern California region, which is composed of 21 of the Employer's 70 showrooms nationwide. The Employer's corporate headquarters for its national operations are located in Woodbury and Farmingdale, New York.

The Employer's greater Portland metropolitan operations consist of only the two facilities at issue in this case. The Milwaukie facility is approximately 56,000 square feet and the Tigard facility contains approximately 38,000 square feet. The Milwaukie facility contains a showroom, warehouse and office space while the Tigard facility is composed of just a showroom and office space. However, both facilities have some space for clearance items placed on sale from time-to-time

The Milwaukie warehouse receives, stores and delivers furniture for both the Milwaukie and Tigard showrooms. Customers from both locations may also pick up furniture at the warehouse. Furniture returns for both locations are processed only at the Milwaukie location. Both facilities share the same inventory, sell the same products at the same price, operate the same hours, and have common advertising, although, the individual stores are generally listed separately in the advertising.

There are eleven sales associates at Milwaukie and nine sales associates at Tigard. All sales associates possess the same job duties and qualifications and follow the same corporate procedures in performing their jobs. In particular, they assist customers, make sales, obtain credit approvals and handle the sales transactions as necessary. Milwaukie sales associates also process returns for both locations. However, customer complaints for all Employer locations are handled through a national call center located in Arizona.

The Milwaukie sales staff is broken down into two teams, one composed of five associates and the other of six. The teams rotate schedules so as to provide sufficient sales coverage during store hours, with all staff working on high volume days such as weekends. The Tigard sales associates operate in the identical manner with two teams of four and five sales associates, respectively.

B. Control over Daily Operations and Labor Relations

All administrative decisions, with respect to personnel policies, procedures, benefits⁶, compensation, and administration, emanate from the New York corporate offices. Personnel files are maintained in New York with no records in the local stores. The Employer has uniform personnel policies throughout its national operations. In addition all inventory, advertising, purchasing and related business decisions are dictated through the corporate offices. Likewise the corporate offices determine the hours of operation and sales procedures. All financial aspects of the Milwaukie and Tigard operations are controlled from New York. In particular, there are no profit and

⁵ The Employer designates its sales staff as sales associates.

⁶ Some benefits may be limited in geographical scope depending on the provider, e.g. medical insurance.

loss statements for individual stores and the corporate offices handle all financial and sales accounts, and incidentals, such as lawn service for the Portland operations.

With respect to the Employer's Portland operations, Kathleen Leech is the Portland area manager with oversight responsibility for all of the Milwaukie and Tigard operations. Leech, in turn, reports to Al Maicki, regional vice president for the Northwest/Northern California region. Leech also doubles as the Milwaukie store manager. Michael Hallmark is the Milwaukie sales manager and while Michelle Don is the assistant manager at the Milwaukie location. Cynthia Williams is the Display Manager for both the Milwaukie and Tigard stores but she works primarily out of the Milwaukie location, with a weekly visit to the Tigard store. Hallmark, Don, and Williams report directly to Leech. Regarding local management at the Tigard showroom, two managers work there, Craig Harris, who is the store manager, and Gregory Williamson, who is the sales manager.

There is some interchange among the managerial staff from both locations as they fill in for one another during vacations, days off, etc. For instance, Leech occasionally fills in for Hallmark when he is not available. Leech also spends about four days per month at the Tigard facility generally overseeing changes in the sales display. The local sales managers meet with their respective sales crews on a daily basis before commencing the day's work. The daily meetings deal with, among other things, special financing arrangements and/or sale items available to customers.

Sales associates receive individual monthly evaluations of their performance, which essentially consists of their respective sales figures.⁷ At the Milwaukie facility, Leech and Hallmark fill out the monthly sales evaluations and, generally, Hallmark individually discusses the evaluations with each associate but Leech may also participate or conduct the discussions. These discussions are described as goal setting and an opportunity to review the past month's sales performance. The associates are also provided with monthly and rolling quarterly sales goals. The same monthly evaluations occur at the Tigard facility only local management there carries out this process.

The sales associates' schedules are fairly consistent with some modifications subject to local store management's approval. Requests for short periods of time off are approved by local store management or by Leech, if she is present. Local store management also approves vacation periods but any unusual requests are forwarded to Leech, who, in turn, must get approval from the corporate human resources department.

With regard to other personnel matters, the Employer's corporate human resources department ultimately approves hiring and firing decisions. In a recent downsizing, corporate headquarters directed Leech to eliminate a certain number of employees in the Portland area. Leech, then, made the decision as to which employees (including one manager) were to be laid off at both the Milwaukie and Tigard facilities.

In hiring matters, local store management conducts the initial screening and interviewing of applicants and also makes recommendations as to hiring within their respective facilities. Following on the heels of local store management's hiring efforts, Leech, along with local store management, will conduct a second interview when openings arise. Following Leech's interview, she will forward her recommendation to the corporate human resource department, which generally follows these recommendations.

The corporate office also must approve discipline. However, disciplinary matters can be and are initiated by local store management, which, in turn, communicates the problem to Leech. Leech then refers the matter up the corporate ladder. In emergency situations, such as serious violations of Employer rules or safety violations, local management is vested with the authority to initially respond to the matter.

⁷ The evaluation forms are uniform throughout the country and essentially consist of a computer printout monitoring their monthly and quarterly sales figures.

C. Employee Skills, Functions and Working Conditions

The Tigard and Milwaukie sales associates share identical skills, functions, and working conditions, with the exception of the critical fact that they work in separate facilities. Both groups of employees perform the same functions, i.e. to assist customers and complete sales transactions. Additionally, both groups enjoy the same working conditions including compensation, hours, benefits, and training.

D. Employee Interchange/Contact

With respect to permanent transfers, three of the eleven current sales associates in Milwaukie previously transferred from Tigard and one Tigard sales associate transferred from Milwaukie. The precise dates of these four transfers are not clear but the earliest transfer occurred in 1996 while the most recent transfer took place in 2002. In any event, these transfers were initiated at the transferee's request rather than by the Employer. The most recent transfer, the transfer from Milwaukie to Tigard, appears to have been prompted by the downsizing reductions described above. The record does not show the total number of employees employed over the time frame in which the permanent transfers occurred.⁸ There have been no temporary transfers between the Milwaukie and Tigard facilities.

Contact between the Milwaukie and Tigard sales associates occurs in connection with common training and sales contests. Regarding the former, the Milwaukie and Tigard sales associates participated in common training in September 2002 and August 2003.⁹ Regarding sales contests, apparently sales associates from both facilities have jointly participated in such contests. Such contests have also been conducted on an Employer regionwide and nationwide basis. However, the nature and extent of the contacts between the Milwaukie and Tigard sales associates, in connection with the training and contests, appears to be random and limited according to the sole sales associate who testified in these proceedings.

E. Bargaining History and Distance Between Facilities

There is no bargaining history¹⁰ in the Portland stores and the two facilities are approximately 20 miles apart, with Milwaukie located on the southeast side and Tigard located on the southwest side of Portland proper.

2.) POSITIONS OF THE PARTIES

The Union seeks a unit of sales associates employed at the Employer's Milwaukie location. The Union contends that this unit is presumptively appropriate and the record evidence in this case does not rebut that presumption.

To the contrary, the Employer contends that the record evidence rebuts the presumption of a single facility unit and that any unit found appropriate must, at a minimum, include the sales associates employed at both the Milwaukie and Tigard locations. In this regard, the Employer's contention is essentially based on three primary arguments. First, Board precedent in the retail industry authorizes multi-facility units that include all of the Employer's facilities in an established market and the application of that precedent to the record evidence in the instant case discloses that the single facility unit sought by the Union is inappropriate. Second, the Employer cites a Region 32 Decision and Direction of Election in three consolidated cases involving a number of the Employer's furniture stores located in California. Third, the Employer cites a Board proposed rule, which was never adopted, but which, if adopted, would appear to support the Employer's position in this matter.

⁸ The Employer also presented evidence as to management transfers between the two facilities.

⁹ The training related to computer matters and new bedding for sale in the Employer's stores.

¹⁰ The Petitioner presented evidence concerning bargaining history of a single location unit in the Seattle, Washington area. The record evidence as to the origins of this bargaining history show only a certification in 1972 and not any process as to how the unit determination was reached. This evidence is too inconclusive to provide any guidance as to a unit determination.

3.) ANALYSIS

The Board has long held that a single facility unit is presumptively appropriate, unless the employees at the facility have been merged into a more comprehensive unit by bargaining history, or the facility has been so integrated with the employees in another facility as to cause their single-facility unit to lose its separate identity. *Cargel, Inc.*, 336 NLRB No. 118 (2001); *New Britain Transportation Co.*, 330 NLRB 397 (1999). *Centurion Auto Transport*, 329 NLRB 34 (1999). *Kendall Co.*, 184 NLRB 847 (1970); *Kent Plastics Corp.*, 183 NLRB 612 (1970); *National Cash Register Co.*, 166 NLRB 173 (1967); *O'Brien Memorial*, 308 NLRB 553 (1992); and *Passavant Health Center*, 313 NLRB 1216 (1994) (health care institution). See *J & L Plate, Inc.*, 310 NLRB 429 (1993).

The same general rule is also applicable to retail chain store operations. At one time the Board's general policy was to determine the appropriate unit in the retail chain store industry on the basis of being coextensive with the employer's administrative division or the geographic area in question. This was changed in *Sav-On Drugs*, 138 NLRB 1032 (1962), which modified the preexisting policy to apply the rule that a proposed unit, which is confined to one of two or more retail establishments making up an employer's retail chain, is either appropriate or not in the light "of all the circumstances in the case." *Id.* at 1033. This does not make the extent of organization the "decisive factor," but, as in manufacturing and any other multifacility enterprises, it means "a single facility or a grouping other than an administrative division of geographical area may be appropriate." This further means that the question of appropriateness of a unit is not decided "by any rigid yardstick" but by examining all the relevant circumstances. *Frisch's Big Boy Ill-Mar, Inc.*, 147 NLRB 551, 552 (1964). See also *Walgreen Co.*, 198 NLRB 1138 (1972); *Gray Drug Stores*, 197 NLRB 924 (1972); *Haag Drug Co.*, 169 NLRB 877 (1968). *V.I.M. Jeans*, 271 NLRB 1408 (1984).

Thus, a number of factors bear on the unit determination in a multi-location situation. Such factors include: control over daily operations and labor relations; employee skills, functions and working conditions; employee interchange or contact; bargaining history; and distance between facilities. These and other factors must necessarily be weighed in resolving the unit contentions of the parties. See, for example, *Alamo Rent-A-Car*, 330 NLRB 897 (2000); *Novato Disposal Services*, 328 NLRB 820 (1999) and *R & D Trucking, Inc.*, 327 NLRB 531 (1999), both finding that the single facility presumption was rebutted; *RB Associates*, 324 NLRB 874 (1997), single facility presumption not rebutted; *J&L Plate*, 310 NLRB 429 (1993).

With this in mind, it follows that geographic separation of plants (*Capital Bakers*, 168 NLRB 904, 905 (1968)); substantial authority of local management (*Equitable Life Assurance Society*, 192 NLRB 544 (1971)); the absence of any bargaining history on a broader basis (*Transcontinental Bus System*, 178 NLRB 712 (1969)); lack of substantial interchange or transfer of employees (*Rohm & Haas Co.*, 183 NLRB 147 (1970)), and the fact that no labor organization is seeking to represent a more comprehensive unit (*Welsh Co.*, 146 NLRB 713 (1964)), are factors customarily relied on for finding a single-plant unit appropriate. See also *Bowie Hall Trucking*, 290 NLRB 41 (1988); *Esco Corp.*, 298 NLRB 837 (1990); and *Executive Resources Associates*, 301 NLRB 400 (1991).

Even if there are some factors supporting a multi-plant or multi-store unit, the appropriateness of such a unit does not establish the inappropriateness of a smaller unit. *McCoy Co.*, 151 NLRB 383, 384 (1965); cf. *Montgomery Ward Co.*, 150 NLRB 598 (1965). Thus, although the optimum unit for collective bargaining may well be citywide (i.e., larger) in scope, a union is not precluded from seeking a smaller unit when the unit sought is in and of itself also appropriate for collective bargaining when viewed in light of all the circumstances. *Frisch's Big Boy Ill-Mar, Inc.*, 147 NLRB 551 (1964).

The scope of the unit sought by the Petitioner is relevant but cannot be determinative of the unit. So, when a union seeks a presumptively appropriate unit (e.g., a single facility), it is the employer's burden to rebut the presumption. See *Greenhoren & O'Mara Inc.*, 326 NLRB 514 (1998).

In the case at hand, Board law establishes that the unit sought by the Union is presumed to be appropriate unless the Employer carries its burden of rebutting the presumption. In order to rebut the presumption, the Employer must establish that factors, bearing on the unit determination, support such a rebuttal. However, it is not sufficient that the Employer merely establish that the unit of Milwaukie sales associates is the optimum or most appropriate unit. As noted above, I find that the Employer has failed to rebut the presumption. An examination of the factors and circumstances present in this case supports my finding.

With regard to control over daily operations and labor relations, it is clear that the Employer's corporate offices control significant aspects of its facilities nationwide and that such control largely impacts daily operations through the implementation and enforcement of various policies and procedures dealing with the nature of the sales associates work and the conditions under which that work is performed. However, significant supervisory and administrative functions remain with the individual facilities' management, such as the scheduling of work and vacations; granting time off; initiating discipline; initial screening and interviewing of prospective sales associates; and evaluating associates' respective sales performances and goals on a monthly basis.

With respect to the factor of employee skills, functions and working conditions, the sales associates at both facilities possess identical skills, perform identical functions, and work under nearly identical working conditions. Regarding the factors of employee interchange or contact, the record reveals only four employee transfers since 1996 and employees initiated all of those transfers. However, interchange of employees, made at the convenience of employees, is not entitled to meaningful weight in defining the scope of a unit. *Penn Color, Inc.*, 249 NLRB 1117, 1119 (1980).¹¹ Any other contact between employees is relatively insignificant (i.e., irregular training on a non-repetitive basis and sales contests that occur nationwide, regionwide, and between facilities in the same metropolitan market.) There is no bargaining history on a broader basis in the Employer's Portland market and no other labor organization seeks a more comprehensive unit. The distance between the facilities, while not great, is significant.

Thus, an examination of the above-noted factors and circumstances reveals that there is extensive centralized control over administrative and personnel policies and that employee skills, functions and working conditions are essentially identical at the two facilities. However, these and any other relevant factors are outweighed by significant local managerial autonomy; by a lack of significant interchange and contact; by a lack of bargaining history or a labor organization seeking bargaining in a more comprehensive unit; and by the distance between the facilities. In the end, I find that the Tigard facility has not been so integrated with the employees in the Milwaukie facility as to cause such facility to lose its separate identity.

The Board has found the single facility presumption un rebutted in similar cases. In *Bowie Hall Trucking*, 290 NLRB 41 (1988), the Board found sufficient local autonomy where the local manager conducted initial screening for new hires and was consulted on disciplinary issues. The local manager also assigned routine work and there was minimal interchange between facilities. In *Esco Corp.*, 298 NLRB 837 (1990), local autonomy consisted of a "leadman" who assigned routine duties, granted time off and scheduled vacations. There was also an absence of interchange between facilities. The Board found these factors to be sufficient to show the presumption of a single facility unit was not rebutted. In *Rental Uniform Services, Inc.*, 330 NLRB 334 (1999), the local autonomy included the granting of time off requests, initiation of discipline, evaluations and involvement in the hiring process as well as a lack of interchange; the Board found this sufficient to continue the single facility presumption.

¹¹ The Board does not consider possible management interchange as a significant factor in making a single versus multi-location unit determination. See *Levitz Furniture Corporation*, 223 NLRB 522, 525 (1976)

The Employer's first argument against the single unit presumption in this case, centers on two cases,¹² which the Employer contends establish a retail exception to the single facility presumption. However, a close reading of those cases establishes the Board found the single-facility presumption was rebutted by the total lack of autonomy of the individual facilities, the presence of significant interchange, and a combination of other factors. Regardless, the Board did not carve out a set of different rules for the retail industry in these cases.

The Employer also points to a decision in Region 32 involving some of the Employer's stores in California and the concept of satellite stores. At the outset, I note that Regional Director's decisions have no precedential value.¹³ In any event, there are significant differences between the Region 32 decision and the instant case. In the Region 32 case, there were temporary transfers for the convenience of the Employer such as starting new locations, dealing with inventory issues, and temporary fill-ins when short handed. The Region 32 decision also characterized the administrative links between the main branch and the satellite operations as one. That is, they were considered one profit-center, which is not applicable here. Moreover, Region 32 did not discuss the duties and autonomy, or lack thereof, of the satellite managers, such as I have done here. So, even if that decision were to have precedential value, it is clearly distinguishable from the instant case.

The Employer's second argument is that the record evidence in this case supports a more comprehensive unit than that sought by the Union. I have already dealt with this argument, above, by finding that the Employer had not rebutted the presumption in favor of the appropriateness of the single facility unit sought by the Union.

The Employer's third argument is based on a Board proposed rule regarding the single facility unit presumption. On September 28, 1995, the Board published a proposed rule on the appropriateness of single location bargaining units. Specifically, the proposal stated that an unrepresented single location unit shall, absent extraordinary circumstances, be found appropriate provided that there are 15 or more employees, that no other location is located within 1 mile, and that a supervisor is present at the location for a regular and substantial period. The Board later decided to withdraw the proposed rule. The Employer contends the proposed rule, on its face, supports the Employer's position in this case. However, the key fact here is that the Board eventually did not adopt the proposed rule, which undermines the Employer's argument in this regard. Thus, the proposed rule carries no significant weight particularly in view of extant Board law, which does apply in this case.

In light of the above, the record evidence, and the parties' arguments at hearing and in their briefs, I find that the single facility unit sought by the Union is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act. Therefore, I shall direct an election in the following unit of employees:

All sales associates employed by the Employer at its 13631 SE Johnson Boulevard, Milwaukie, Oregon facility; excluding all other employees and supervisors and guards as defined in the Act.¹⁴

There are approximately 11 employees in the unit found appropriate.

4.) DIRECTION OF ELECTION

¹² *Globe Furniture Rentals, Inc.*, 298 NLRB 288 (1990); *Eastman Interiors, Inc. dba Eastman West*, 273 NLRB 610 (1984).

¹³ *S.H. Kress & Co.*, 212 NLRB 132, fn. 1 (1974)

¹⁴ The Petitioner sought the sales employees at the Milwaukie location. The Employer contended the sales employees at both Tigard and Milwaukie should be the appropriate unit. Neither party sought the inclusion of any other categories of employees in any unit found appropriate.

An election by secret ballot shall be conducted by the undersigned among the employees in the unit found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike, which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by United Food and Commercial Workers, Local 555, affiliated with the United Food & Commercial Workers International Union, AFL-CIO.

A.) Voter Eligibility List

To ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that within 7 days of the date of this Decision, the Employer must submit to the Subregional Office in Portland, Oregon, an election eligibility list, containing the full names and addresses of all the eligible voters. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). This list must be of sufficiently large type to be clearly legible. To speed both preliminary checking and the voting process, the names on the list should be alphabetized (overall or by department, etc.). Upon receipt of the list, I will make it available to all parties to the election.

To be timely filed, the list must be received in the Portland Subregional Office, 601 SW Second Avenue, Suite 1910, Portland, Oregon 97204-3170 on or before September 25, 2003. No extension of time to file this list will be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to file this list. Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission at (503) 326-5387. Since the list will be made available to all parties to the election, please furnish a total of **two** copies, unless the list is submitted by facsimile, in which case no copies need be submitted. If you have any questions, please contact the Subregional Office.

B.) Notice of Posting Obligations

According to Board Rules and Regulations, Section 103.20, Notices of Election must be posted in areas conspicuous to potential voters for a minimum of three working days prior to the date of election. Failure to follow the posting requirement may result in additional litigation should proper objections to the election be filed. Section 103.20© of the Board's Rules and Regulations requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB

349 (1995). Failure to do so estops employers from filing objections based on nonposting of the election notice.

C. Right to Request Review

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by October 2, 2003.

DATED in Seattle, Washington, this 18th day of September 2003.

James R. Kobe, Acting Regional Director
National Labor Relations Board, Region 19
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440-3300